



Page: 24 of 24

**SUPPLIER:**  
CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL

**Purchase Order**

**5400003029**

Regards,  
Bariven, S.A.- C/O. PDVSA Services, INC.  
Purchasing Agent



BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
Purchasing Agent (BU00)  
1293 Eldridge Parkway  
Houston, Texas 77077  
United States of America

**SUPPLIER:**  
CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL  
USA  
POSTAL CODE: 33136 PO BOX: 00000  
SALESPERSON / PHONE: Domingo Martinez/+56212  
238.85.51  
FAX: 3054184620

PDVSA SUPPLIER CODE: 350015849

**Purchase Order**

**5400003173**

|                |   |                    |
|----------------|---|--------------------|
| DATE           | : | December, 05 2014  |
| CONTACT PERSON | : | Sanya Ramos        |
| TELEPHONE USA  | : | 281-5886361        |
| OUR FAX N° USA | : | 281-5886269        |
| E-MAIL ADDRESS | : | sramos@psi.pdv.com |

**INSTRUCTIONS FOR SUPPLIERS :**  
FOR SHIPPING INSTRUCTIONS CALL:

**DELIVERY DATE :** January, 09 2015

GLOBAL SHIPPING / VIPEX CONSOLIDATORS  
TEL (305) 597 4505 FAX (305) 717 0972

projectomia@globalshippingnav.com

**INSTRUCTIONS FOR FREIGHT FORWARDER:**  
PLEASE CONTACT SUPPLIER FOR INLAND SHIPPING DETAILS

**TERMS OF DELIVERY :** FCA VENDOR'S WHSE, MIAMI, FL  
**PAYMENT TERMS.** : net 30 days

**CURRENCY :** USD

**P.O. General Comments**

\*\*\*\*\*  
Quote Number 00016189  
Bidding Process N° PR2:HA63020098 / PR3: 1800002826  
RFQ# 6500289903  
\*\*\*\*\*

To comply with Venezuelan Customs requirements suppliers shall  
prepare two (02) Commercial Invoices (One in English and One in Spanish as follows:  
Vendor's Name and address.  
Purchasers Name and address.  
Goods quantities and units.  
Goods# description.  
Goods# Weight and Volume.  
Total value.  
Incoterm  
Payment term.  
Commercial Invoice must be signed by the manufacturer, additionally with ink stamp.

**Shipping Marks**

Bariven S.A. / HPDV PETRÓLEOS DE VENEZUELA / J000950369



Page: 2 of 14

**SUPPLIER:**  
 CLADIRECT INC.  
 8600 NW, 17th St, Suite 140  
 DORAL

**Purchase Order**

**5400003173**

5400003173/1800002826

AIT CAPITAL  
 LST LOS TEQUES  
 Via: MIQ MAIQUETÍA  
 Priority Level:  
 Field Expediting:  
 Inspection Flag: YI9

| ITEM  | MATERIAL                   | QUANTITY | UNIT       | DESCRIPTION     | UNIT PRICE | TOTAL PRICE |
|-------|----------------------------|----------|------------|-----------------|------------|-------------|
| 00001 |                            | 4        | UNIT       | Equipos Balance | 55,135.00  | 220,540.00  |
|       | Harmonized Tariff Code     | :        | 8524999000 |                 |            |             |
| 00002 |                            | 4        | UNIT       | Equipos de Acce | 8,230.00   | 32,920.00   |
|       | Harmonized Tariff Code     | :        | 8524999000 |                 |            |             |
| 00003 |                            | 2        | UNIT       | Spare (Equipos  | 53,465.00  | 106,930.00  |
|       | Harmonized Tariff Code     | :        | 8524999000 |                 |            |             |
|       | Gross Price                |          |            |                 | 360,390.00 |             |
|       | Gross Price                |          |            |                 | 360,390.00 |             |
|       | Purchase order total value |          |            |                 | 360,390.00 | USD         |



Page: 3 of 14

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CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL

**Purchase Order**

**5400003173**

**P.O. General terms**

\*\*\* DOC. B0021, REV. E (06.13.2007) \*\*\*

**DELIVERY**

=====  
6 WEEKS A.R.O.  
LINE ITEMS MUST SHIP COMPLETE.  
PARTIALS ARE NOT ALLOWED.

ESTIMATED WEIGHT: SELLER TO ADVISE

**NEW MATERIAL**

=====  
MATERIAL MUST BE IN NEW CONDITION, FREE FROM DEFECTS AND SUITABLE FOR ANY SERVICE SPECIFIED, UNLESS OTHERWISE STATED.

**ORDER ACKNOWLEDGEMENT**

=====  
SELLER MUST ACKNOWLEDGE RECEIPT OF THIS FAX/EDI PURCHASE ORDER WITHIN 48 HOURS A.R.O. VIA E-MAIL, AND ADVISE AND CONFIRM SHIPPING DATE, BY PROVIDING THE FOLLOWING INFORMATION:

- OUR REFERENCE (PO) NUMBER \_\_\_\_\_
- CONFIRMED DELIVERY DATE \_\_\_\_\_
- YOUR REFERENCE NUMBER \_\_\_\_\_
- YOUR EXPEDITING CONTACT \_\_\_\_\_
- TELEPHONE NUMBER \_\_\_\_\_
- FACSIMILE NUMBER \_\_\_\_\_
- DRAWINGS SUBMITTAL DATE \_\_\_\_\_ (as applicable)

ORDER ACKNOWLEDGEMENT MUST BE E-MAILED WITH OUR P.O. NUMBER IN THE SUBJECT LINE, TO PDVSA SERVICES EXPEDITING DEPARTMENT AT:  
DAINBOX@PSI.PDV.COM  
ACKN@BARIVEN.EU



**SUPPLIER:**  
 CLADIRECT INC.  
 8600 NW, 17th St, Suite 140  
 DORAL

**Purchase Order**

**5400003173**

**P.O. Particular terms**

**PDVSA SERVICES, INC.**  
**TERMS AND CONDITIONS FOR GOODS PURCHASES**

**1. DEFINITIONS:**

- a) #Agent# means PDVSA SERVICES INC. in its capacity as agent for Purchaser
- b) #End User# means persons and entities to whom Purchaser resells or assigns the Materials
- c) #Materials# means any material, part, item, machinery, equipment or article to be furnished pursuant to the Order.
- d) #Order# means these terms and conditions together with a written purchase order issued by Purchaser to Seller.
- e) #Party# means any of Purchaser, Seller, or Agent.
- f) #Purchaser# means BARIVEN S.A.
- g) #Purchaser Group# means Purchaser, its agent, any End User, and the respective officers, directors, and employees of all of the foregoing and heirs, successors and assigns of the above.
- h) #Seller# means the person, corporation, partnership or other entity to whom the Order is issued.

**2. ACCEPTANCE:**

The Order constitutes an offer by Purchaser to Seller to purchase from Seller the Materials on the terms and conditions stated in the Order. The Order will not become a contract binding upon Purchaser or Seller until the earlier to occur of (a) receipt by Purchaser of written acceptance of the Order from an authorized employee of Seller or (b) delivery by Seller to Purchaser of all or any portion of the Materials.

Acceptance of the Order is expressly limited to the terms and conditions set forth herein. Seller is notified in advance that Purchaser takes exception to any and all changes which Seller may make or propose to the terms and conditions contained herein.

**3. CHANGES:**

Purchaser reserves the right at any time prior to Seller's delivery of the Materials to make changes in the Order including, without limitation, changes in the specifications and drawings for the Materials covered by the Order or in the method of shipment or packing or the time, place or manner of delivery. If any such change causes an increase or decrease in the cost or time required for Seller's performance of the Order, an equitable adjustment as negotiated in good faith between the Parties shall be made in the Price or delivery schedule, or both. Any claim by Seller for such an adjustment under this Section must be approved by Purchaser in writing before Seller proceeds with such change. Price increases shall not be binding on Purchaser unless evidenced by a written revision to the Order approved by an authorized employee of Purchaser.

**4. DELIVERY, TITLE AND RISK OF LOSS:**

- I. The delivery terms applicable to the Order are as set forth on the written purchase order issued by Purchaser to Seller.
- II. Title and risk of loss shall pass from Seller to Purchaser upon delivery of the Materials to Purchaser or its Agent according to the delivery terms set forth on the written purchase order issued by Purchaser to Seller.

**4. PRICE AND PAYMENT TERMS:**

- I. The Price is the consideration specified in the Order to be paid by the Purchaser to the Seller for the complete delivery of the Materials and performance of all obligations of the Seller under the Order.
- II. Unless otherwise specified in the Order, Seller shall issue invoices only upon delivery of all of the Materials to Purchaser. Purchaser shall issue payment within thirty (30) days of receipt of correct and conforming Seller invoice at Agent's offices in Houston, Texas. Payment by Purchaser is contingent upon delivery by Seller of conforming Materials. Adjustments for payments made for rejected Materials or due to discrepancies on paid invoices shall be deducted from subsequent payments due to Seller or, at Purchaser's option, promptly refunded by Seller upon request.
- III. The Company may withhold payment in the event any of the following occur:

- a. Seller is in material default under any terms or conditions of the Order including delivery schedule;
- b. Unresolved claims for damage to the Purchaser Group or claims against the Materials by any Seller's suppliers or subcontractors;
- c. Failure of Seller to provide satisfactory documentation including, but not limited to, invoices for Materials, delivery receipts, cargo manifest and progress reports.

Any payment made by Purchaser or its Agent under the Order, including final payment, shall not prevent Purchaser or its Agent from recovering any amount over paid or wrongfully paid however such payment may have arisen including by mistake.

**5. ROYALTY AND LICENSE:**

No items requiring payment of any license, fee, royalty or payment for the continuation of usage shall be installed or integrated into the Materials without the prior written approval of Purchaser and/or Agent prior to shipment. In the event that any such payment is required for the delivery of the Materials, such costs shall be deemed included in the Price.

**6. TAXES, ETC:**

Seller shall be responsible for and pay any and all taxes, fees, assessments, contributions, pensions, increased wages and other costs imposed directly or indirectly on account of Seller's work, labor or services required under or relating to the Order. The Materials to be supplied under the Order are for export and no sales, use, or excise taxes, levies, assessments or duties shall be added in the pricing or invoicing for the Materials.

**7. DELAY OR NON-DELIVERY:**

Time is of the essence with respect to the Order and the Seller shall be liable to Purchaser for the Seller's failure to deliver the Materials at the time specified herein. If at any time after acknowledgement of the Order, Seller discovers that the Materials cannot be delivered in accordance with the delivery terms set forth herein, Seller shall notify Purchaser immediately in writing of the earliest possible delivery date (Revised Delivery Date). This notice shall specify the anticipated duration of the delay and actions taken or contemplated by the Seller to mitigate such delay. The Purchaser may, at its sole discretion, accept or reject the Revised Delivery Date. If necessary to meet schedule or to recover time lost by any delay, Purchaser may, without liability, and in addition to Purchaser's other remedies, require expedited routing in place of the scheduled routing, in which event all excess transportation costs shall be paid by Seller. Purchaser's receipt or acceptance of all or part of a nonconforming delivery shall not constitute a waiver of any claim, right, or remedy Purchaser has under the Order or under applicable law. Purchaser shall have the right to cancel the Order, in whole or in part, without prejudice to any other rights Purchaser may have as a result thereof. In the event of nondelivery by Seller, Purchaser also reserves the right to purchase the Materials hereunder elsewhere and charge Seller with any loss incurred as a result thereof.

**8. FORCE MAJEURE:**

Except for Purchaser's and/or Agent's obligation to pay for delivered Materials, no Party hereto shall be liable for delay in performance or



Page: 5 of 14

## Purchase Order

5400003173

## SUPPLIER:

CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL

non-performance of its obligations hereunder due, in whole or in part, to reasons beyond its control, including, but not limited to, acts of God, fire, flood, explosion, war, rebellion, terrorism, insurrection, any act of governmental or military authorities, or any other cause not due to the fault or negligence of the Party affected (any such event a "Force Majeure Event"). Any Party who is prevented from performing because of the occurrence of a Force Majeure Event shall immediately notify the other Party in writing of the existence of the Force Majeure Event, the cause for such non performance and of the anticipated extent of the delay.

## 9. ERRONEOUS OR EXCESS MATERIALS

Any Materials delivered in error or in excess of the quantity specified in the Order may at the Purchaser's option be returned to the Seller at the Seller's expense.

## 10. PATENT, TRADEMARK AND COPYRIGHT INDEMNITY

Seller warrants and agrees that the purchase, use, or sale of the Materials delivered under the Order, whether alone or in combination with other goods, does not and will not infringe any patent, copyright, trademark, trade name, trade secret or other proprietary or protected right of any other person or entity (except to the extent the design of the Materials is not furnished by Purchaser). Seller further agrees to: (i) indemnify, hold harmless and defend Agent, Purchaser, Purchaser Group and their respective customers, agents, directors, officers and vendors from and against all claims, suits, actions, proceedings, liabilities and expenses arising out of or in connection with any actual or alleged infringement of any patent, copyright, trademark, trade name, trade secret or other proprietary or protected right in any country resulting from the purchase, use, or sale of any such Materials; (ii) pay and discharge promptly all judgments, decrees and awards rendered therein or by reason thereof; and (iii) bear all costs, expenses and legal fees associated therewith. In the event that the Materials become, or in the Purchaser's reasonable judgement are likely to become, the subject of a claim of infringement, Seller shall, at its expense and as requested by Purchaser, either procure for Purchaser the right to continue using or selling the Materials or replace or modify the same so that they become non-infringing but functionally equivalent. If Seller is unable to procure such right or so replace or modify the Materials within a commercially reasonable period, Purchaser may, at its option, elect to:

- a. Obtain an adjustment in the Price either through a refund of amounts already paid or a reduction in the amount of the Price that remains to be paid; or
- b. direct that the defective Materials be removed at Seller's expense as promptly as possible, in which event Seller shall, without cost, either furnish proper Materials and install or deliver such without cost to Purchaser Group or refund to Purchaser Group the Price of such Materials and their transport; and
- c. Take such other action as is permitted in law or equity.

The indemnification rights granted in this Section shall survive the acceptance of the Materials and payment therefor by Purchaser.

## 11. WARRANTIES:

II. Seller warrants that when the Materials are delivered to Purchaser, title will pass to Purchaser free and clear of all liens, claims, security interests or encumbrances and that no Materials shall be subject to any agreement under which any interest therein or encumbrance thereon is retained by any third party. Seller hereby waives, releases and relinquishes all rights to file any financing statement, notice of intent, notice of lien, mechanic's lien or other encumbrance against Purchaser Group with respect to the Materials or any part thereof.

III. Seller warrants that the Materials will be of good quality, free from defects in materials, workmanship and design (to the extent the design of the Materials is not furnished by Purchaser) and will meet those specifications, if any, provided to Seller by or on behalf of Purchaser.

IV. Seller agrees that if Purchaser or Agent notifies Seller in writing of a defective Material within one year from the date the Materials are placed in operation or such longer period as may be specified in the Order (but not later than 24 months from the date of delivery to Purchaser or Agent or its designated sub-agent or representative or such longer period as may be specified in the Order), Seller shall replace or repair, at Seller's expense, as promptly as possible the defective Material, or any part thereof. In the event any defect cannot be corrected or repaired within a commercially reasonable period, Purchaser, at its option, may elect to:

- a. Obtain an adjustment in the Price either through a refund of amounts already paid or a reduction in the amount of the Price that remains to be paid; or

- b. direct that the defective Materials be removed at Seller's expense as promptly as possible, in which event Seller shall, without cost, either furnish proper Materials and install or deliver such without cost to Purchaser Group or refund to Purchaser Group the Price of such Materials and their transport; and

- c. Take such other action as is permitted in law or equity.

V. All Materials repaired or replaced pursuant to the foregoing warranty shall, in each case, be warranted by Seller in accordance with the foregoing warranty for a period equal to the period of warranty remaining under (III) above.

VI. Seller consents to the assignment of all warranties arising from the Order to any End User.

## 12. INDEMNIFICATION:

I. Seller shall indemnify and hold harmless Purchaser Group from any and all losses, expenses, awards, and damages (including, without limitation, court costs and reasonable attorneys' fees), arising out of or relating to any claim (a) for Seller's breach of any of the terms or conditions of the Order (including, without limitation, these Terms and Conditions of purchase), or (b) any injury to persons or property arising out of or resulting from any defect in any Materials or any act or omission of Seller or Seller's agents, employees or subcontractors. The indemnification rights granted in this Section shall survive acceptance of the Materials and payment therefor by Purchaser.

II. Seller agrees to indemnify, defend and hold harmless Purchaser or Agent and any End User against any claims made by third parties for damage to, or loss of third party property and injury to or death of any third person, in each case to the extent caused by the negligence or wilful misconduct of Seller and arising out of or in relation to the performance of the Order.

III. No Party's liability arising out of or in relation to Party's performance under the Order shall exceed a sum equal to the total Price of the Order. However, such limitation shall in no way limit indemnification for claims pursuant to Section 10 or Section 12(I)(b) or (II) hereof.

## 13. PROPRIETARY DATA:

The Parties acknowledges that all technical or proprietary information which is supplied to any Party to this Agreement by or on behalf of another Party to help facilitate performance of the Order ("Proprietary Data") is and shall remain the confidential, proprietary data of the Party which supplied the Proprietary Data. The receiving Party shall keep all Proprietary Data strictly confidential. The receiving Party shall not use any Proprietary Data for any purpose other than in connection with transactions contemplated by the Order and shall not reproduce any Proprietary Data or disclose any Proprietary Data to any person or entity without the prior written consent of the delivering Party. Upon completion or earlier termination of the Order or upon demand by the delivering Party, each receiving Party shall return all Proprietary Data to the delivering Party or make such other disposition thereof as the delivering Party may direct or approve.

## 14. MODIFICATION AND ASSIGNMENT:

No modification to any provision of the Order shall be effective unless made in writing in the purchase order and issued by an authorized representative of both Purchaser and Seller. Seller understands that Purchaser is purchasing the Materials for resale and Seller consents to the assignment of all Purchaser's rights and responsibilities hereunder (except Purchaser's obligation to pay the Price for the Materials hereunder) to any End Users. Seller shall not assign or subcontract the Order or any of Seller's rights or obligations under the Order without the written consent of Purchaser or Agent nor shall Seller assign any monies due or to become due to Seller hereunder without the prior written consent of Purchaser.



Page: 6 of 14

**SUPPLIER:**  
**CLADIRECT INC.**  
**8600 NW, 17th St, Suite 140**  
**DORAL**

**Purchase Order**

**5400003173**

or Agent.

**15. INDEPENDENT CONTRACTOR:**

Seller is an independent contractor and nothing herein shall at any time be construed to create relationship of employer and employee, partnership, principal and agent or joint venture as between Seller and any member of the Purchaser Group. Seller shall have no right to enter into any contract, commitment, or agreement, or incur any debt or liability of any nature in the name, or on behalf of any member of the Purchaser Group. Nothing herein shall create an exclusive relationship for the purchase of goods.

**16. COMPLIANCE WITH LAWS**

Seller shall comply, and the Materials shall be compliant, with all applicable statutes, laws, ordinances and regulations with respect to the Materials and/or Seller's performance pursuant to the Order, including, without limitation, statutes, laws, ordinances and regulations pertaining to health and safety, labor standards, and anti-discrimination. At Purchaser's request, Seller shall provide appropriate certifications of compliance.

**17. PUBLICITY:**

Seller shall obtain from Purchaser written approval prior to making any public release or announcement regarding the Order.

**18. GIFTS:**

If Seller or its employees, agents or representatives offer, make or receive payments, loans or other special considerations to or from any employee or agent of Purchaser, Agent, any End User, or any employee or agent of any entity with authority to determine or influence procurement activity of the Purchaser, Agent, or End User, the Order may be terminated at the option of Purchaser or Agent.

**19. CANCELLATION FOR CAUSE:**

If Seller (i) fails in any respect to comply with any of the terms of the Order (including, without limitation, these Terms and Conditions), (ii) makes an assignment for the benefit of creditors, (iii) files a voluntary petition or has filed against it an involuntary petition under any bankruptcy or insolvency law, or (iv) has a receiver or trustee appointed for it or any of its property, Purchaser may, at its option, without limitation of its other remedies at law or equity, cancel all or any portion of the Order. In the event of any such cancellation by Purchaser, Seller shall transfer title to, and deliver, such work in process or completed Materials, as Purchaser may request. If Purchaser cancels the Order in accordance with this Section, Purchaser shall have no liability to Seller beyond payment of any balance owing for Materials purchased under the Order and delivered to and accepted by Purchaser prior to Seller's receipt of Purchaser's notice of cancellation.

**20. IMPORTER OF RECORD:**

In the event Materials are produced or manufactured, in part or in whole, outside the country of delivery, Seller shall be the importer of record to the country of sale and shall be responsible for the timely submission of all Customs entry documentation at the country of sale, pay all Customs duties at the country of sale, import fees, environmental fund fees, and other assessments pertaining to the importation of such Materials. If requested by Seller, Purchaser or Agent shall provide Seller with reasonably necessary information and document for importation. Upon request of Purchaser or Agent, Seller shall assign its rights as importer of record to Purchaser or Agent.

**21. EXPORT AUTHORIZATIONS:**

The Materials are being purchased for export. Seller shall provide to Purchaser and/or Agent, within thirty (30) days after issuance of the Order, a written notice stating whether any authorization for the export of such Materials is required by the exporting country. If delivery is to be made in the United States, Seller shall assist, without any additional cost, the Purchaser or Agent in obtaining all such authorizations for export. If delivery is to be made outside the United States, Seller shall obtain all required authorizations for export. Assistance shall include the provision of technical data, drawings, brochures, technical expertise or other assistance as reasonably necessary to obtain export authorizations.

**22. CHOICE OF LAW:**

The Order shall be governed by and interpreted in accordance with the laws of the state of Texas, United States of America without regard to its conflict of law rules or the application of the United Nations Convention on Contracts for the International Sale of Goods. The Parties agree that the exclusive jurisdiction for all disputes arising from or related to the Order shall be the applicable State and Federal courts of Harris County, Texas.

**23. ENTIRE AGREEMENT:**

The Order constitutes the entire agreement between Purchaser and Seller and supersedes all prior negotiations, representations or agreements relating to the Materials, either written or oral. In the event of any conflict, specific terms and conditions set forth on the face of the Order shall prevail over these terms and conditions.



Page: 7 of 14

**SUPPLIER:**  
CLADIRECT INC.  
5600 NW, 17th St, Suite 140  
DORAL

**Purchase Order**

**5400003173**

**Terms of delivery**

**PDVSA SERVICES, INC PURCHASE ORDER  
SHIPPING AND INVOICING INSTRUCTIONS TO SELLER  
INCOTERMS 2000 - DELIVERY TERMS FOB/FCA/EXW  
(DOC. B0010, REV. H, JUNE, 16 2009)**

THESE INSTRUCTIONS ARE AN INTEGRAL PART OF THE PURCHASE ORDER TO WHICH THEY ARE ATTACHED. DIRECT QUESTIONS TO THE BUYER INDICATED ON FRONT PAGE OF THE PURCHASE ORDER.

**\*\*\* I. INVOICE PREPARATION AND DISTRIBUTION \*\*\***

**A. COMMERCIAL INVOICE PREPARATION:**

1. Prepare one invoice per shipment per purchase order.
2. Invoice to: "BARIVEN S.A. c/o PDVSA SERVICES, INC."
3. Invoice must include the following information:
  - a. Invoice date and number.
  - b. PDVSA SERVICES INC. Purchase Order Number and Requisition Number.
  - c. Delivery terms.
  - d. Payment terms.
  - e. Purchase Order Item Numbers as referenced in the order.
  - f. Quantity and description of materials.
  - g. Seller's current Part Numbers followed by superceded numbers in parenthesis, where applicable.
  - h. Schedule B Number and Spanish Description, if provided. If more than one is provided, indicate each one with the corresponding item.

**B. INVOICE DISTRIBUTION FOR PAYMENT:**

For payment purposes submit the following documents to the address that appears below.

- 1 original invoice (signed with blue ink and prepared as described above)
- copy of executed bill of lading or air waybill
- copy of export packing list
- copy of export commercial invoice
- freight bill (whenever applicable)

First class or registered mail address:  
PDVSA Services, Inc.  
Attn: Accounts Payable  
P.O. Box 4403  
Houston, TX 77210-4403

Courier service mailing address:  
Bariven S.A.c/o PDVSA Services Inc. Attn. Account Payable  
1293 Eldridge Parkway Houston, TX 77077  
Contact Name: Tim Marshman  
Contact Number: (281)588-6253  
Contact Fax: (281)582-7578

**\*\*\* II. SHIPPING \*\*\***

**A. FREIGHT CHARGES:** As per P.O. delivery terms. Please show PDVSA SERVICES, INC. purchase order number, requisition number and shipping marks on all shipping documents.

**B. DO NOT SHIP PARTIALS** unless written authorization is provided by PDVSA SERVICES INC. personnel.

**C. PURCHASE ORDER SHIPPING MARKS MUST APPEAR ON ALL DOCUMENTS.**

**\*\*\* III. SHIPPING DOCUMENTS \*\*\***

**A.** Supplier shall not ship to forwarder, port, or airport until all documentation requirements described below are met.

**B.** Prior to all supplier shipments, the following original documents must be provided to our Freight Forwarder and copies must be e-mailed to PSI. (regardless of whether the material is shipped directly from the Supplier or if arrangements to collect the material are made by the freight forwarder):



Page: 8 of 14

**SUPPLIER:**  
CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL

5400003173

- Commercial Invoice
- Packing List and/or Tally Sheet
- Bill of Lading or Air Waybill
- Certificate of Origin Legalized by the Venezuelan Consulate is required when either of the following is true:
  1. The purchase order is for Pipes and Shipping Marks indicate MARACAIBO or GUANTA VENEZUELA.
  2. The purchase order is for equipment or material whose country of origin is Argentina, Brazil, Colombia, Chile, or Mexico.
- Material Safety Data Sheet (MSDS)- MUST ACCOMPANY DANGEROUS/HAZARDOUS GOODS PER IATA/ICFR49 (IF APPLICABLE).
- Quality Assurance documentation - IF APPLICABLE - (including but not limited to):
  - API Certificates- Material Test Reports/MRI Test Reports
  - Certificate of Conformance/Compliance
  - Certificate of Analysis
  - Non-destructive test reports
  - Mechanical or other Performance test results
- C. 1 copy of the above referenced documentation must be sent with the shipment.
- D. 1 copy of all the above referenced documentation, must be sent electronically and by mail to the appropriate address below.

SHIPPINGDOCS@PSLPDV.COM

1. Transmittal form must be provided for all partial deliveries, and must clearly identify line items for which the documents belong.
2. E-mailed documents must include the Supplier Name, and P.O. number in the subject line.
3. All Hard Copies and Electronic User Manuals/Technical Data Books delivered with the purchase order, must ALSO be sent electronically by e-mail or mailed CD to the appropriate address below.

**FIRST CLASS MAILING ADDRESS:**  
PDVSA Services, Inc.  
Attn: Document Control  
P.O. Box 4403  
Houston, TX 77210-4403

**COURIER SERVICE MAILING ADDRESS:**  
Barven S.A. c/o PDVSA Services Inc.  
Attn: Document Control  
1293 Eldridge Parkway  
Houston, TX 77077.  
Contact Name: Maria Ibanez  
Contact Number: (281)588-6255  
Contact Fax: (281)588-6265

**E-MAIL ADDRESS:**  
SHIPPINGDOCS@PSLPDV.COM

**EUROPEAN ADDRESS:**  
PDVSA SERVICES BV  
ATTN. LOGISTICS DEPARTMENT  
PRESIDENT KENNEDYLAAN 18  
2517 JK THE HAGUE  
THE NETHERLANDS

**EUROPEAN E-MAIL ADDRESS:**  
LOGISTICS@BARVEN.EU

**\*\*\* IV. PACKING \*\*\***  
As of May 2005 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or



Page: 9 of 14

**SUPPLIER:**  
**CLADIRECT INC.**  
**8600 NW, 17th St, Suite 140**  
**DORAL**

**Purchase Order**

**5400003173**

treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: [www.ippc.int](http://www.ippc.int).

**A. PACK MATERIALS** in one of the following ways:

1. Shipping Units, i.e., each unit of freight (loose piece, bundle, crate etc.) tendered to a Carrier as listed and defined on a Bill of Lading. They must consist of either only one order item or more than one Interior Package.
- DO NOT COMBINE DIFFERENT ORDERS IN ONE SHIPPING UNIT.
2. Interior Packages, i.e., any package (bag, bundle, box, loose, piece, etc.) combined with other Packages to make-up a Shipping Unit, must consist of only one item any quantity).

**B. PACKING LIST** must be enclosed in the shipping unit, and an additional packing list must be attached to the exterior of the shipping unit. Packing list must include the following for each item listed in the purchase order:

1. Purchaser's stock number (if provided)
2. Seller's description including serial and/or part number.
3. Shipping Unit number (if more than one).

**C. DANGEROUS/HAZARDOUS MATERIALS:** Pack and Mark per requirement of IATA/CFR49. Send a copy of the Material Safety Data Sheet (MSDS) with the shipment per IATA/CFR49. (IF APPLICABLE)

**D. EUROPEAN SHIPMENTS:** Materials must be packed for Exportation in accordance with BGE-417.

\*\*\* V. MARKING (MUST BE PERMANENT/WATERPROOF)\*\*\*

**A. INTERIOR PACKAGES:** Mark or tag with Order Number and Order item Number.

**B. SHIPPING UNITS:** Mark on two adjacent sides or tag:

1. "Shipping Marks" as specified in the order
2. Overall dimensions in centimeters
3. Gross weight in kilograms
4. Order and item number (if a one-item Shipping Unit)

**C. SHIPPING UNIT NUMBERS:** Number each shipping unit beginning with number 1. In multiple shipments, number units consecutively indicating total units in the lot (i.e. 1 of 4, 2 of 4, etc.). Enclose and attach Packing List to shipping unit number 1.

**D. COMPONENTS OF ORDER ITEMS:** Identify with the same marks/tag and Packing List information as the parent item, plus both Purchaser's and Seller's name and nomenclature for the component.

**E. CABLE REELS:** Stamp cable data (Voltage, Number of Conductors, Gauge of Wire or MCM, Type of Insulation) onto a metal plate secured to the reel. Other methods of cable identification require purchaser's prior approval.

**F. FRAGILE MATERIAL PACKAGES:**  
 (Interior Package and Shipping Unit):

Mark on all 4 sides:

"FRAGILE - FRAGIL"  
 "HANDLE WITH CARE - MANEJESE CON CUIDADO"  
 "THIS END UP - ARRIBA"  
 (SHOW AN ARROW POINTING UP)

\*\*\* VI. US EXPORT COMPLIANCE \*\*\* (IF APPLICABLE)

**DESTINATION CONTROL STATEMENT:** According to U.S. Export Administration Regulations, Chapter 758.6, "These commodities, technology or software will be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited." Ultimate destination as per shipping marks in the Purchase Order. The DCS is required for all exports from the United States of



Page: 10 of 14

**SUPPLIER:**  
CLADIRECT INC.  
6600 NW, 17th St, Suite 140  
DORAL

Items on the Commerce Control List that are not classified as EAR99. The person responsible for preparation of, the invoice and on the bill of lading, air waybill, or other export control document that accompanies the shipment from its point of origin in the United States to the ultimate consignee or end-user abroad is responsible for entry of the DCS.

**Purchase Order**

**5400003173**



Page: 11 of 14

**SUPPLIER:**  
CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL

**Purchase Order**

**5400003173**

**Requir docs/Inspec/Field Exped**

**TELECOMMUNICATIONS, COMPUTERS & SOFTWARE SYSTEMS TR3200**

=====  
Technical Requirements: TR3200, revision 3, August 2012.  
BY BARIVEN, TECHNICAL SERVICES DEPARTMENT.  
=====

**TECHNICAL REQUIREMENTS  
WITH QUOTATION**

- 1.1 PRODUCT DATA SHEETS/SPECIFICATIONS (AS APPLICABLE)
- 1.2 DESCRIPTIVE PRODUCT INFORMATION / CONFIGURATION
- 1.3 SCOPE OF SUPPLY
- 1.4 OUTLINE DRAWING, PRELIMINARY
- 1.5 PERFORMANCE CHARACTERISTICS (AS APPLICABLE)
- 1.6 STANDARD/OPTIONAL TESTING
- 1.7 SOFTWARE LICENSE - TYPICAL (AS APPLICABLE)
- 1.8 RECOMMENDED SPARE PARTS, PRICED (AS APPLICABLE)
- 1.9 LIST OF EXCEPTIONS (AS APPLICABLE)
- 1.10 SHIPPING WEIGHT AND DIMENSIONS

**AFTER RECEIVING ORDER - ARO**

- 2.1 SYSTEM CONFIGURATION
- 2.2 GENERAL ARRANGEMENT DRAWING (AS APPLICABLE)
- 2.3 CONTROL AND WIRING SCHEMATICS (AS APPLICABLE)
- 2.4 SOFTWARE PROGRAM - FUNCTIONAL DESCRIPTION (AS APPLICABLE)
- 2.5 SOFTWARE DOCUMENTS (AS APPLICABLE)
- 2.6 SOFTWARE LICENSE (AS APPLICABLE)
- 2.7 SHIPPING WEIGHT AND DIMENSIONS
- 3.1 FUNCTIONAL TEST REPORTS (AS APPLICABLE)
- 3.2 MANUFACTURER STANDARD TEST REPORTS
- 4.1 INSTALLATION, OPERATION AND MAINTENANCE MANUALS
- 4.2 BILL OF MATERIALS

**5. DOCUMENTATION REQUIREMENTS**

(THIS INCLUDES BUT NOT LIMITED TO TECHNICAL DOCUMENTS SUCH AS MATERIAL TEST REPORTS, NONDESTRUCTIVE TEST REPORTS, QA CERTIFICATES/CONFORMANCE, PRINTS, MECHANICAL OR PERFORMANCE TEST RESULTS, PACKING LIST AND CERTIFICATES APPLICABLE, LAB TESTS AND OTHER LOCAL AUTHORITIES APPLICABLE DOCUMENTS).  
COPIES OF TECHNICAL DOCUMENTS SHALL BE SUBMITTED BEFORE EQUIPMENT SHIPMENT.

5.1. TWO HARD COPIES AND CD'S of the technical documents, including DATABOOKS Must be sent to Technical Services Bariven:  
Final Calle La Guarita, Centro Profesional Eurobuilding, Piso 10, Chuao, Caracas, Venezuela. Attn. Technical Services Department.

5.2 AN ELECTRONIC COPY OF TECHNICAL DOCUMENTS MUST BE SEND TO:  
TECHDOCS@PSIPDV.COM  
TECHDOCS@BARIVEN.EU  
INSPECTIONBV@PDVSA.COM

5.3. ONE COPY OF ALL THE REQUIRED DOCUMENTS MUST BE SHIPPED TOGETHER WITH THE EQUIPMENT.

5.4 THE PDVSA SERVICES PURCHASE ORDER NUMBER MUST BE LISTED ON THE SUBJECT LINE OF THE EMAIL. IF PARTIAL DOCUMENTATION IS SUBMITTED, THE EMAIL MUST CLEARLY IDENTIFY TO WHICH LINE ITEM(S) THE DOCUMENTS BELONG TO.

5.5 THE PO NUMBER AND THE PO ITEMS MUST BE CLEARLY IDENTIFIED IN EACH DOCUMENT.

**SPARE PARTS** TR-350

=====  
TECHNICAL REQUIREMENTS, TR-350, REVISION 2, August 2012  
PDVSA SERVICES, Technical Services Department.  
=====

SPARE PARTS-THE FOLLOWING IS REQUIRED:

- 1. THE VENDOR IS EXPECTED TO PROVIDE A COPY OF THE GENERAL LAYOUT DRAWING OF THE PART.
- 2. ALL PARTS SHOULD BE PROPERLY LABELED WITH A PART NUMBER.
- 3. NON-DESTRUCTIVE TESTING REPORTS SHOULD BE PROVIDED FOR THOSE PARTS OR SUBASSEMBLIES THAT REQUIRE SUCH TESTING.
- 4. FOR COMPRESSORS, TURBINES, OR PUMP ROTORS, THE BALANCING AND RUN OUT (MECHANICAL OR ELECTRICAL) REPORTS ARE REQUIRED.
- 5. FOR PARTS/SUBASSEMBLIES THAT REQUIRE HYDROTESTING THE REPORT IS REQUIRED.



Page: 12 of 14

### Purchase Order

**5400003173**

**SUPPLIER:**  
**CLADIRECT INC.**  
**8600 NW, 17th St, Suite 140**  
**DORAL**

6. IF FIELD INSPECTION IS REQUIRED, AN INSPECTOR WILL BE ASSIGNED TO PERFORM VISUAL INSPECTION, DIMENSIONAL VERIFICATION, AND DOCUMENTATION REVIEW. THE VENDOR IS REQUIRED TO PROVIDE AT LEAST A TEN WORKING DAYS ADVANCE NOTICE PRIOR TO THE INSPECTION.

7. A CERTIFICATE OF CONFORMANCE OR MATERIAL TEST REPORT IS REQUIRED FOR EACH PART PROVIDED.

8. DOCUMENTATION REQUIREMENTS  
 COPIES OF TECHNICAL DOCUMENTS SHALL BE SUBMITTED BEFORE EQUIPMENT SHIPMENT.

8.1. TWO HARD COPIES AND CD'S of the technical documents, including DATABOOKS Must be sent to Technical Services Bariven: Final Calle La Guarita, Centro Profesional Eurobuilding, Piso 10, Chuao, Caracas, Venezuela. Attn. Technical Services Department.

8.2 AN ELECTRONIC COPY OF TECHNICAL DOCUMENTS MUST BE SEND TO:  
**TECHDOCS@PSIPDV.COM**  
**TECHDOCS@BARIVEN.EU**  
**INSPECTIONBV@PDVSA.COM**

8.3. ONE COPY OF ALL THE REQUIRED DOCUMENTS MUST BE SHIPPED TOGETHER WITH THE EQUIPMENT.

8.4 THE PDVSA SERVICES PURCHASE ORDER NUMBER MUST BE LISTED ON THE SUBJECT LINE OF THE EMAIL. IF PARTIAL DOCUMENTATION IS SUBMITTED, THE EMAIL MUST CLEARLY IDENTIFY TO WHICH LINE ITEM(S) THE DOCUMENTS BELONG TO.  
 8.5 THE PO NUMBER AND THE PO ITEMS MUST BE CLEARLY IDENTIFIED IN EACH DOCUMENT.

**FIELD INSPECTION REQUIREMENT**  
 (DOC. TR050, REV.I, August-2012)

1. THIS PURCHASE ORDER OR RFQ (WHEN APPLICABLE) HAS BEEN CODED FOR FIELD TECHNICAL INSPECTION PRIOR TO SHIPMENT. THIS MEANS A QUALIFIED INSPECTOR UNDER PDVSA SERVICES DIRECT SUPERVISION OR CONTRACT WILL INSPECT THE EQUIPMENT OR PRODUCT FOR COMPLIANCE TO QUOTE, PURCHASE ORDER, COVENANT REGULATION AND ANY OTHER APPLICABLE INDUSTRY STANDARD OR SPECIFICATION.

2. PRODUCT, EQUIPMENT, OR MATERIAL INSPECTION MUST BE PERFORMED BEFORE PACKAGING FOR SHIPMENT. THE PURCHASER'S INSPECTION DOES NOT RELIEVE THE MANUFACTURER OR THE SELLER FROM COMPLIANCE TO ALL PURCHASE ORDER REQUIREMENTS.

3. PRODUCT, EQUIPMENT OR MATERIAL MUST NOT LEAVE YOUR FACILITIES UNTIL THE ASSIGNED INSPECTOR OR DESIGNATED PDVSA SERVICES INSPECTION AGENCY HAS ISSUED A RELEASE AUTHORIZING SHIPPING OF THE PRODUCT OR EQUIPMENT. THE INSPECTION RELEASE IS MANDATORY FOR PRODUCT AND PO PAYMENT PURPOSE.

4. THE VENDOR IS REQUIRED TO PROVIDE THE FOLLOWING INFORMATION AT THE MOMENT OF THE P.O. ACKNOWLEDGMENT TO THE FOLLOWING EMAIL:

**TECHDOCS@PSIPDV.COM / TECHDOCS@BARIVEN.EU / INSPECTIONBV@PDVSA.COM**

4.1 LOCATION AND DATE OF WHERE INSPECTION CAN BE PERFORMED.

4.2 CONTACT NAME, PHONE NUMBER, & EMAIL ADDRESS OF CONTACT PERSON

4.3 THE VENDOR HAS TO PROVIDE THE INFORMATION LISTED AT LEAST 5 WORKING DAYS IN ADVANCE.

**5. DOCUMENTATION REQUIREMENTS**

(THIS INCLUDES BUT NOT LIMITED TO TECHNICAL DOCUMENTS SUCH AS MATERIAL TEST REPORTS, NONDESTRUCTIVE TEST REPORTS, QA CERTIFICATES/CONFORMANCE, PRINTS, MECHANICAL OR PERFORMANCE TEST RESULTS, PACKING LIST AND CERTIFICATES APPLICABLE, LAB TESTS AND OTHER LOCAL AUTHORITIES APPLICABLE DOCUMENTS).  
 COPIES OF TECHNICAL DOCUMENTS SHALL BE SUBMITTED BEFORE EQUIPMENT SHIPMENT.

5.1. TWO HARD COPIES AND CD'S of the technical documents, including DATABOOKS Must be sent to Technical Services Bariven: Final Calle La Guarita, Centro Profesional Eurobuilding, Piso 10, Chuao, Caracas, Venezuela. Attn. Technical Services Department.

5.2 AN ELECTRONIC COPY OF TECHNICAL DOCUMENTS MUST BE SEND TO:  
**TECHDOCS@PSIPDV.COM**  
**TECHDOCS@BARIVEN.EU**  
**INSPECTIONBV@PDVSA.COM**

5.3. ONE COPY OF ALL THE REQUIRED DOCUMENTS MUST BE SHIPPED TOGETHER WITH THE EQUIPMENT.

5.4 THE PDVSA SERVICES PURCHASE ORDER NUMBER MUST BE LISTED ON THE SUBJECT LINE OF THE EMAIL. IF PARTIAL DOCUMENTATION IS SUBMITTED, THE EMAIL MUST CLEARLY IDENTIFY TO WHICH LINE ITEM(S) THE DOCUMENTS BELONG TO.

5.5 THE PO NUMBER AND THE PO ITEMS MUST BE CLEARLY IDENTIFIED IN EACH DOCUMENT.



Page: 13 of 14

**SUPPLIER:**  
CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL

**Purchase Order**

**5400003173**

**IMPORTANT INSTRUCTIONS TO SELLER**  
(Doc. Z\_ME\_PO\_GEN\_BU00, rev.8, 04-11-2008)

If this Document is issued from BARIVEN, S.A. c/o PDVSA Services, Inc., follow instruction:

**INSTRUCTION**

Unless covered by a Blanket Purchase Agreement, this purchase order is subject to the present standard BARIVEN, S.A. c/o PDVSA Services, Inc. Terms and Conditions which are already in your possession. In the event that you do not have the above mentioned Terms and Conditions, please advise us. Otherwise, acceptance of this purchase order signifies your acknowledgement, understanding, and acceptance of said Terms and Conditions.

If this order is covered by an Outline Agreement, the Terms and Conditions of the Outline Agreement number mentioned on the item(s) of this purchase order apply to this document.

Seller must acknowledge receipt of this purchase order within five days A.R.O. and must advise, or confirm, seller's shipping date. This acknowledgement is to be sent to PDVSA Services Inc., Attn: Expediting Department [cainbox@psi.pdv.com](mailto:cainbox@psi.pdv.com)

**Packing, Marking, Invoicing:**

As of April 2006 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: [www.ippc.int](http://www.ippc.int).

**General Invoicing Instructions**

Follow each of the applicable instructions attached to the respective purchase order, because they will change according to the agreed-to delivery terms.

Your Bank Account and Routing Information must be included on your invoice. All payments are processed via "ACH" (Automatic Clearing House) electronic funds transfer.

Seller will send Invoices to:

BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
P.O. Box 4403  
Houston, Texas 77210 USA  
Attn: Accounts Payable  
Contact Person: Tim Marshman.  
Phone: (281) 588-6253; Fax: (281) 582-7578

If using courier services, please use the street address:

BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
1293 Eldridge Parkway.  
Houston, Texas 77077 USA  
Attn: Accounts Payable  
Contact Person: Tim Marshman.  
Phone: (281) 588-6253; Fax: (281) 582-7578

We require one original invoice with attached copies of your packing list and all supporting documents when charges other than material costs have been required by the Buyer and quoted by the Seller, such as Inland Freight, Over Time, Export Packing, Special Handling, etc.

Please show our Purchase Order (PO) number and shipping marks on all invoices. Our standard invoice processing is, upon delivery in accordance with PO delivery terms, 100% net 30 days after receipt and approval of your invoice, unless otherwise specified in this Purchase Order.

**NOTE TO SUPPLIERS:**

Invoices will not be processed unless all export or quality documents are provided.



Page: 14 of 14

**SUPPLIER:**  
CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL

**Purchase Order**

**5400003173**

Regards,  
Bariven, S.A.- C/O. PDVSA Services, INC.  
Purchasing Agent



BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
Purchasing Agent (BU00)  
1293 Eldridge Parkway  
Houston, Texas 77077  
United States of America

**SUPPLIER:**  
CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL  
USA  
POSTAL CODE: 33136 PO BOX: 00000  
SALESPERSON / PHONE: Domingo Martinez/+58212  
238.85.51  
FAX: 3054184620

PDVSA SUPPLIER CODE: 350015849

**Purchase Order**

**5400003174**

|                       |                      |
|-----------------------|----------------------|
| <b>DATE</b>           | : December,05 2014   |
| <b>CONTACT PERSON</b> | : Sanya Ramos        |
| <b>TELEPHONE USA</b>  | : 281-5886361        |
| <b>OUR FAX N° USA</b> | : 281-5886269        |
| <b>E-MAIL ADDRESS</b> | : sramos@psi.pdv.com |

**INSTRUCTIONS FOR SUPPLIERS :**  
FOR SHIPPING INSTRUCTIONS CALL:

**DELIVERY DATE :** January,09 2015

TECHNICAL ASSISTANCE (VE)

**INSTRUCTIONS FOR FREIGHT FORWARDER:**  
PLEASE CONTACT SUPPLIER FOR INLAND SHIPPING DETAILS

**TERMS OF DELIVERY :** FOB HOMEBASE  
**PAYMENT TERMS.** : net 30 days

**CURRENCY :** USD

**P.O. General Comments**  
STANDARD TERMS & CONDITIONS ATTACHED IN THE RFQ # 6500289803  
BUYER NAME: SANYA RAMOS/SRAMOS@PSI.PDV.COM

TERMS AND CONDITIONS APPLY IN TERMS PARTICULAR DEFINED IN THIS OPPORTUNITY

\*\*\*\*\*  
IF SUPPLIER FAILS TO PROVIDE A P.O. ACKNOWLEDGMENT WITHIN THE  
SPECIFIED PERIOD (48 HOURS), THEN SUCH P.O. SHALL BE DEEMED  
ACCEPTED BY SUPPLIER.

\*\*\*\*\*  
YOUR REFERENCE: 00016189  
OUR REFERENCE: RFQ N° 6500289803  
Bidding Process N° PR2:HA63020098 / PR3: 1800002826

IT IS THE RESPONSABILITY OF THE VENDOR TO FURNISH ORIGINAL PROOF OF EXPENSES: PLANE  
TICKETS, HOTEL RECEIPTS, PDVSA SIGNED TIME SHEETS, ETC.

THE TOTAL AMOUNT SHOWN ON THIS PO IS AN ESTIMATE A CHANGED ORDER WILL BE ISSUED WITH  
THE UPDATED VALUE ACCORDING TO THE ORIGINAL DOCUMENTS AND INVOICE RECEIVED, TIME  
SHEETS MUST BE APPROVED BY THE CLIENT.



Page: 2 of 4

**SUPPLIER:**  
**CLADIRECT INC.**  
**6600 NW, 17th St, Suite 140**  
**DORAL**

**Purchase Order**

**5400003174**

**Shipping Marks**

Bariven S.A. / HPDV PETRÓLEOS DE VENEZUELA / J000950369  
 5400003174/1800002826

AIT CAPITAL

LST LOS TEQUES

Via: MIQ MAIQUETIA

Priority Level:

Field Expediting:

Inspection Flag: N

| ITEM  | MATERIAL | QUANTITY | UNIT     | DESCRIPTION     | UNIT PRICE | TOTAL PRICE |
|-------|----------|----------|----------|-----------------|------------|-------------|
| 00001 |          | 1        | ACTIVITY | Instalación, Ad | 239,999.00 |             |
|       |          |          |          |                 | 239,999.00 |             |

Harmonized Tariff Code : 8524999000

|                                   |                       |
|-----------------------------------|-----------------------|
| Gross Price                       | 239,999.00            |
| Gross Price                       | 239,999.00            |
| <b>Purchase order total value</b> | <b>239,999.00 USD</b> |

**P.O. General terms**

When training, installation and/or services are quoted, please be aware that Pdvsa Services Inc. can only place purchase orders for service given by personnel that resides outside of Venezuela. If the training, installation and/or services will be performed by local (Venezuela) personnel, then it must be clearly stated in your quote. PO's for training, installation and/or services are placed separate from material and require that copy of time sheets (signed by end user) and travel expenses (hotel, air, meals) be attached to original invoice for payment process. Personnel traveling to Venezuela are required to have a business visa to enter the facilities. It is the sole responsibility of the supplier to obtain this visa through the Venezuelan consulate that services your area. PSI can issue a letter stating the needs of services if required. Personnel traveling to Venezuela must be covered by an insurance policy at all times. It is the supplier's sole responsibility to have the personnel properly covered by an insurance policy. Copy of this policy must be sent to buyer at the time of PO placement along with travel itinerary and travel documentation.

THIS PURCHASE ORDER IS AN ESTIMATE OF THE JOB TO BE PERFORMED. UPON COMPLETION OF THE JOB, VENDOR MUST SUBMIT ALL INVOICES ALONG WITH SUPPORTING DOCUMENTS (TIME SHEETS, LIVING EXPENSES, ETC.) TO: sramos@psi.pdv.com



Page: 3 of 4

**SUPPLIER:**  
CLADIRECT INC.  
6600 NW, 17th St, Suite 140  
DORAL

**Purchase Order**

**5400003174**

**IMPORTANT INSTRUCTIONS TO SELLER**  
(Doc. Z\_ME\_PO\_GEN\_BU00, rev.8, 04-11-2008)

If this Document is issued from BARIVEN, S.A. c/o PDVSA Services, Inc., follow instruction:

**INSTRUCTION**

Unless covered by a Blanket Purchase Agreement, this purchase order is subject to the present standard BARIVEN, S.A. c/o PDVSA Services, Inc. Terms and Conditions which are already in your possession. In the event that you do not have the above mentioned Terms and Conditions, please advise us. Otherwise, acceptance of this purchase order signifies your acknowledgement, understanding, and acceptance of said Terms and Conditions.

If this order is covered by an Outline Agreement, the Terms and Conditions of the Outline Agreement number mentioned on the item(s) of this purchase order apply to this document.

Seller must acknowledge receipt of this purchase order within five days A.R.O. and must advise, or confirm, seller's shipping date. This acknowledgement is to be sent to PDVSA Services Inc., Attn. Expediting Department [cainbox@psi.pdv.com](mailto:cainbox@psi.pdv.com)

**Packing, Marking, Invoicing:**

As of April 2006 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Anex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: [www.ippc.int](http://www.ippc.int).

**General Invoicing Instructions**

Follow each of the applicable instructions attached to the respective purchase order, because they will change according to the agreed-to delivery terms.

Your Bank Account and Routing Information must be included on your invoice. All payments are processed via "ACH" (Automatic Clearing House) electronic funds transfer.

Seller will send Invoices to:

BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
P.O. Box 4403  
Houston, Texas 77210 USA  
Attn: Accounts Payable  
Contact Person: Tim Marshman.  
Phone: (281) 588-6253; Fax: (281) 582-7578

If using courier services, please use the street address:

BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
1293 Eldridge Parkway,  
Houston, Texas 77077 USA  
Attn: Accounts Payable  
Contact Person: Tim Marshman.  
Phone: (281) 588-6253; Fax: (281) 582-7578

We require one original invoice with attached copies of your packing list and all supporting documents when charges other than material costs have been required by the Buyer and quoted by the Seller, such as Inland Freights, Over Time, Export Packing, Special Handling, etc.

Please show our Purchase Order (PO) number and shipping marks on all invoices. Our standard invoice processing is, upon delivery in accordance with PO delivery terms, 100% net 30 days after receipt and approval of your invoice, unless otherwise specified in this Purchase Order.

**NOTE TO SUPPLIERS:**

Invoices will not be processed unless all export or quality documents are provided.



Page: 4 of 4

**SUPPLIER:**  
CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL

Regards,  
Bariven, S.A.- C/O. PDVSA Services, INC.  
Purchasing Agent

|                |
|----------------|
| Purchase Order |
| 5400003174     |



# Exhibit B

CLA DIRECT INC

## Invoice

8600 NW 17TH STREET  
SUITE NO.140  
MIAMI,FL 33126, USA PH:305 418 4253

| DATE      | INVOICE # |
|-----------|-----------|
| 9/19/2014 | 43845-1   |

| SOLD TO   |
|---|
| Bariven,S.A. c/o PDVSA Services B.V<br>P.O Box 17111; 2502 CC The Hague<br>The Netherlands<br>Attn: Finance Department<br>Phone: +31-70-3488588 |

| SHIP TO   |
|---|
| Bariven,S.A. c/o PDVSA Services B.V<br>P.O Box 17111; 2502 CC The Hague<br>The Netherlands<br>Attn: Finance Department<br>Phone: +31-70-3488588 |

| P.O. No.   | TERMS  | DUE DATE      | SHIP VIA        | DELIVERY CONDITIONS |
|------------|--|---------------|-----------------|---------------------|
| 5100107114 | Net 30   | 10-17-2014    | Technical Assis | FCA Home Base       |
| Qty        | DESCRIPTION  | SERIAL NUMBER | UNIT PRICE      | AMOUNT              |
| 1          | Technical Assistance SRTIF of 8Ghz ( ITEM 00001 )  |               | \$8,600.00      | \$8,600.00          |
| 1          | Technical Assistance SRTIF of 7Ghz ( ITEM 00002 )  |               | \$8,600.00      | \$8,600.00          |
| 1          | Technical Assistance SRTIF of 13Ghz ( ITEM 00003 )   |               | 46,800.00       | 46,800.00           |
| 1          | Installation and Management ( ITEM 00004 )   |               | 27,000.00       | 27,000.00           |
| 1          | Operation and Maintenance, Training ( ITEM 00005 )   |               | 49,000.00       | 49,000.00           |
|            | Bariven,S.A. / Petroleos de Venezuela<br>5100107114 / HA63018183   |               |                 |                     |
|            | Las-La Salina<br>Via: Maracaibo, Venezuela<br>Priority Level: 2<br>Field Expediting: N<br>Inspection Flag: N |               |                 |                     |

**NET AMOUNT:USD** \$300,000.00

These commodities, technology or software are controlled under US Export Administration Regulations. Diversion contrary to US law is prohibited. Under US Export control laws, export or re-export to Cuba, Iran, Libya, North Korea, Sudan, or Syria of any of the products on this invoice packing list is strictly prohibited absent license duly issued by the US Government. Any illegal export or re-export is wholly authorized.

Made in USA

This commercial invoice has been written in English duly signed, sworn and fully detailed and payable on USD  
WT INFO. BANK UNITED, 7765 NW 148 St Miami Lakes, FL 33191, Acct Name: CLA Direct, Inc. Acct# [REDACTED]  
ABA: 267090594, SWIFT No: BUFBUS3M



CLA DIRECT, INC

8600 NW 17TH STREET  
SUITE NO.130  
MIAMI, FL 33126, USA PH:305 418 4253  
FAX:305 418 4620

Invoice

| DATE       | INVOICE # |
|------------|-----------|
| 12/31/2014 | 484734    |

| SOLD TO  |  |
|--|--|
| Baniven S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BU009)<br>1293 Eldridge Parkway<br>Houston, Texas 77077<br>United States of America |  |

| SHIP TO  |  |
|--|--|
| Baniven S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BU009)<br>1293 Eldridge Parkway<br>Houston, Texas 77077<br>United States of America |  |

| P.O. No    | TERMS   | DU DATE       | SHIP VIA   | DELIVERY CONDITIONS       |
|------------|---|---------------|------------|---------------------------|
| 5210815029 | Net 30  | 1/30/2015     | Aerea      | CIF Maracaibo, Zulia, VEN |
| Qty        | DESCRIPTION   | SERIAL NUMBER | UNIT PRICE | AMOUNT                    |
| 2          | SNMP SV MCT-Controller single RPS (GP1)<br>P/N: TA22779-B40X (ITEM 00001)   |               | 11,919.45  | 23,838.90                 |
| 8          | Timing Control Unit<br>P/N: TA21491-B70X (ITEM 00002)   |               | 2,672.40   | 21,379.20                 |
| 32         | BSW Gigabitethernet Intf L1 ST1 -24WS<br>P/N: TA22685-C40X (ITEM 00003)   |               | 7,090.16   | 227,883.12                |
|            | Reference Number: CLA00022286<br>Schedule B Number: 8517620050<br><br>Shipping Marks:<br>Baniven S.A - HPPV Petróleos de Venezuela<br>1000050369<br>5400063029 - 1800002984<br>N/A<br>Las La Sabina<br>Via: Mar Maracaibo |               |            |                           |

## NET AMOUNT:USD

8337.619.92

These commodities, technology or software are controlled under US Export Administration Regulations. Diversion contrary to US law is prohibited under US law. No commercial export or re-export to Cuba, Iran, North Korea, Sudan, or Syria of any of the products on this document is strictly prohibited unless a license is issued by the US Government.  
Any illegal export or re-export is strictly prohibited.

Made in USA

This commercial invoice has been written in English duly signed, sworn and fully detailed and payable on USD  
For incoming US Dollar Wires Only

Intermediary Bank: Wells Fargo Bank, Swift: PNRPUSS3

Beneficiary's Bank: Banco Popular North America ABA #026068811 (mandatory)

Beneficiary Name: CLA direct, Inc Beneficiary Account Number: [REDACTED]



## CLA DIRECT INC

8600 NW 17TH STREET  
SUITE NO 146  
MIAMI, FL 33126, USA PH:305 418 4233  
FAX:305 418 4220

## Invoice

| DATE       | INVOICE # |
|------------|-----------|
| 12/31/2014 | 48484-1   |

| SOLD TO   |
|---|
| Bariven S. A. c/o PDVSA Services Inc<br>Purchasing Agent (BL900)<br>1293 Eldridge Parkway<br>Houston, Texas 77079<br>United States of America |

| SHIP TO   |
|---|
| Bariven S. A. c/o PDVSA Services Inc<br>Purchasing Agent (BL900)<br>1293 Eldridge Parkway<br>Houston, Texas 77079<br>United States of America |

| P.O. No.   | TERMS   | DUUE DATE     | SHIP VIA   | DELIVERY CONDITIONS     |
|------------|---|---------------|------------|-------------------------|
| 5400000009 | Net 30 Days   | 1/30/2015     | Airsea     | CIF Marseilla, Zulu, NY |
| Qty        | DESCRIPTION   | SERIAL NUMBER | UNIT PRICE | AMOUNT                  |
| 8          | Geostationary Gigabit ethernet interface 1.1<br>P/N TA23790-B49X (ITEM 00004) |               | \$ 808.87  | 6,466.96                |
| 8          | House Keeping unit for SNMP SV<br>P/N TA23777-R50X (ITEM 00005)               |               | 1,620.50   | 12,964.00               |
| 48         | Optimum Lead<br>P/N TA55276-0003A2 (ITEM 00006)                               |               | 92.42      | 4,430.48                |
| 72         | MSTU - fiber cable K-shell<br>P/N TA75452-XXXX (ITEM 00007)                   |               | 208.06     | 14,980.32               |
| 24         | MSTU Adapter K-shell 4.8GHz<br>P/N TA09017-C842 (ITEM 00008)                  |               | 866.80     | 20,796.80               |
| 16         | 128QAM DEQL - both adjacent channels<br>P/N TA11006-L782 (ITEM 00009)         |               | 2,102.91   | 33,646.56               |
| 8          | 128QAM DEQL - lowerside adjacent channel<br>P/N TA11006-L784 (ITEM 00010)     |               | 2,103.93   | 16,829.52               |
| 8          | TX RX equalizer DQPSK UDR84 P/N<br>TA51038-12417 (ITEM 00011)                 |               | 1,582.42   | 12,657.76               |

## NET AMOUNT:USD

These commodities, technology or software are controlled under US Export Administration Regulations. Diversion contrary to US law is prohibited. Under US law, it is illegal to export or re-export to Cuba, Iran, Libya, North Korea, Sudan, or Syria, or any other products or technology on this invoice. Processing fee is strictly prohibited above. license only issued by the U.S. Government.

Any illegal export or re-export is wholly authorized.

Made in USA

This commercial invoice has been written in English, duly signed, sworn and fully detailed and payable on 1 USD  
For incoming US Dollar Wires Only.

Intermediate Bank: Wells Fargo Bank, Swift: PNBPUUSA

Beneficiary's Bank: Banco Popular North America, ABA # 026008811 (mandatory)

Beneficiary Name: CLAdirect Inc Beneficiary Account Number: [REDACTED]

IP Experts

www.CLAdirect.com



## CLA DIRECT INC

8600 NW 17TH STREET  
SUITE NO 140  
MIAMI, FL 33126, USA PH: 305-418-4253  
FAX: 305-418-4620

## Invoice

| DATE       | INVOICE # |
|------------|-----------|
| 02/21/2014 | 434844    |

| SOLD TO   |
|---|
| Barven S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BU001)<br>1293 Oldridge Parkway<br>Houston, Texas 77077<br>United States of America |

| SHIP TO   |
|---|
| Barven S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BU001)<br>1293 Oldridge Parkway<br>Houston, Texas 77077<br>United States of America |

| P.O. NO.   | TERMS  | DUUE DATE     | SHIP VIA   | DELIVERY CONDITIONS       |
|------------|--|---------------|------------|---------------------------|
| 2400094028 | Net 30 Days  | 1/30/2015     | Aerea      | CIF Maracaibo, Zulia, VEN |
| QTY        | DESCRIPTION  | SERIAL NUMBER | UNIT PRICE | AMOUNT                    |
| 8          | RXSD circulator ADPT SG UDR84 P/N: TA10038-D4/6 (ITEM 00012)       |               | 961.70     | 7,693.60                  |
| 8          | DUP feed RX main RIGHT 7G-SG UDR84 P/N: TA80031-1-617 (ITEM 00013) |               | 208.00     | 1,664.40                  |
| 8          | DUP feed RX main RIGHT 7G-SG UDR84 P/N: TA80031-1-618 (ITEM 00014) |               | 208.00     | 1,664.40                  |
| 8          | ADPT feed RX SD RIGHT 7G-SG UDR84 P/N: TA80031-1-619 (ITEM 00015)  |               | 208.00     | 1,664.40                  |
| 24         | Filter Tray 4G to SG P/N: TA116047-030 (ITEM 00016)                |               | 184.00     | 4,416.00                  |
| 24         | Filter-to-Filter pipe 8G to SG P/N: TA80031-1-285 (ITEM 00017)     |               | 208.00     | 4,096.40                  |
| 8          | Main FX filter pipe RIGHT 8G to SG P/N: TA80031-1-260 (ITEM 00018) |               | 208.00     | 1,664.40                  |
| 16         | RX SD feed-SG pipe RIGHT 6G to 8G P/N: TA80031-1-463 (ITEM 00019)  |               | 208.00     | 3,328.00                  |

## NET AMOUNT:USD

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Any illegal export or re-export is strictly prohibited.

Made in USA

This commercial invoice has been written in English, duly signed, sworn and fully detailed and payable on USD For Paying US Dollar Wires Only.

Intermediary Bank: Wells Fargo Bank, Saint: FNBPLS1

Beneficiary's Bank: Banco Popular North America ABA # 020058814 (mandatory)

Beneficiary Name: CLA Direct Inc Beneficiary Account Number:



CLA DIRECT INC

8600 NW 17TH STREET  
 SUITE NO 140  
 MIAMI, FL 33126, USA PH: 305-418-4253  
 FAX: 305-418-4220

Invoice

| DATE       | INVOICE # |
|------------|-----------|
| 12-31-2014 | 48484-1   |

| SOLD TO  |
|--|
| Bariven S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BLUR)<br>1293 Bridgeway Parkway<br>Houston, Texas 77077<br>United States of America |

| SHIP TO  |
|--|
| Bariven S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BLUR)<br>1293 Bridgeway Parkway<br>Houston, Texas 77077<br>United States of America |

| PC No   | TERMS  | DU DATE       | SHIP VIA   | DELIVERY CONDITIONS        |
|---|--|---------------|------------|----------------------------|
| 340003029   | Net 30 Days  | 1-30-2015     | Airsea     | CIF Maracaibo, Zulia, V.N. |
| Qty   | DESCRIPTION  | SERIAL NUMBER | UNIT PRICE | AMOUNT                     |
| 12  | Filter LSG CHS-CH <sup>+</sup><br>P/N: TA10039-0205 (ITEM 00020) |               | 1,447.17   | 17,364.04                  |
| 12  | Filter LSG CHS-CH <sup>+</sup><br>P/N: TA10039-0206 (ITEM 00021) |               | 1,447.17   | 17,364.04                  |
| 12  | Filter LSG CHS-CH <sup>+</sup><br>P/N: TA10039-0209 (ITEM 00022) |               | 1,447.17   | 17,364.04                  |
| 12  | Filter LSG CHS-CH <sup>+</sup><br>P/N: TA10039-0212 (ITEM 00023) |               | 1,447.17   | 17,364.04                  |
| Reference Number: CLA00022288<br>Schedule B Number: 8517620050  |  |               |            |                            |
| Shipping Marks:<br>Bariven S.A. - PDV Petroleos de Venezuela<br>J000950369<br>340003029 - IS19002984<br>N.A.<br>Las I Salina<br>Vizcaya Maracaibo |  |               |            |                            |

## NET AMOUNT:USD

\$207,128.72

These commercial, technology or software are controlled under U.S. Export Administration Regulations. Diversion contrary to U.S. law is prohibited. Under U.S. Export control laws, export or re-export to Cuba, Iran, Libya, North Korea, Sudan or Syria or any of the entities on this invoice, picking list or strictly prohibited absent a license duly issued by the U.S. Government.  
 Any direct export or re-export is strictly unauthorized.

Made in USA

This commercial invoice has been written in English; duly signed, sworn and fully detailed and payable on USD.

For liquidating US Dollar Wires Only

Intermediary Bank: Wells Fargo Bank, Swift: PNBPLUSA

Beneficiary's Bank: Banco Popular North America ABA # 02606814, mandatory

Beneficiary Name: CLA Direct Inc Beneficiary Account Number: [REDACTED]

IP Experts

www.CLAdirect.com



CLA DIRECT INC

Invoice

8600 NW 17TH STREET  
SUITE NO. 140  
MIAMI, FL 33126, USA PH 305 418 4253  
FAX 305 418 4620

| DATE       | INVOICE # |
|------------|-----------|
| 12/31/2014 | 484884    |

| SOLD TO  |
|--|
| Barven S.A. c/o PDVSA Services Inc<br>Purchasing Agent-BU06<br>1293 Midridge Parkway<br>Houston, Texas 77077<br>United States of America |

| SHIP TO  |
|--|
| Barven S.A. c/o PDVSA Services Inc<br>Purchasing Agent-BU06<br>1293 Midridge Parkway<br>Houston, Texas 77077<br>United States of America |

| P.O. No     | TERMS   | DU DATE       | SHIP VIA   | DELIVERY CONDITIONS      |
|-------------|---|---------------|------------|--------------------------|
| 54600003029 | Net 30  | 1/30/2015     | Aerea      | CIF Maracaibo, Zulia, VZ |
| Qty         | DESCRIPTION   | SERIAL NUMBER | UNIT PRICE | AMOUNT                   |
| 12          | LSG-522Bm with XPICTM Lower MSTV w/ P/N: TA02054-B879 (ITEM #00024)<br><br>Reference Number: CLA00022286<br>Schedule B Number: 8577610-50<br><br>Shipping Marks:<br>Barven S.A. - PDVSA Petróleos de Venezuela<br>3000050369<br>54600003029 (800002984<br>N/A<br>Luz La Selva<br>Venezuela<br>Maracaibo |               | \$1,925.45 | \$38,310.50              |

## NET AMOUNT:USD

\$38,310.50

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Any illegal export or reexport is strictly prohibited.

Made in USA

This commercial invoice has been written in English, duly signed, sworn and fully detailed and payable in USD  
Per Incoterm US Dollar Wires Only:

Intermediary Bank: Wells Fargo Bank, Swift: PNRPLUS3

Beneficiary's Bank: Banco Popular North America ABA # 026008841 Mandatorily

Beneficiary Name: CLAdirect Inc. Beneficiary Account Number: [REDACTED]



## CLADIRECT, INC

8606 NW 17TH STREET  
SUITE NO.140  
MIAMI, FL 33126, USA PH: 305 418 4253  
FAX: 305 418 4620

## Invoice

| DATE       | INVOICE # |
|------------|-----------|
| 10.31.2014 | 484874    |

| SOLD TO  |
|--|
| Brasile, S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BU090)<br>1293 Elridge Parkway<br>Houston, Texas 77077<br>United States of America |

| SHIP TO  |
|--|
| Brasile, S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BU090)<br>1293 Elridge Parkway<br>Houston, Texas 77077<br>United States of America |

| P.O. No.   | TERMS  | DU DATE       | SHIP VIA   | DELIVERY CONDITIONS        |
|------------|--|---------------|------------|----------------------------|
| 5400003024 | Net 30   | 1.31.2015     | Aerea      | CIF Maracaibo, Zulia, V.N. |
| Qty        | DESCRIPTION  | SERIAL NUMBER | UNIT PRICE | AMOUNT                     |
| 12         | 18G +320Nm with XPIG 7xUpper MSTU<br>P/N: 1A02054-0880 (ITEM: 00025,<br><br>Reference Number: CLA0000022184<br>Schedule B Number: 8517-020070<br><br>Shipping Marks:<br>Brasile, S.A. - HPGVA Petróleos de Venezuela<br>1000950364<br>5400003024 18000012984<br>N/A<br>Las Llaves S.A.<br>Via: Mar Morumbi |               | 31.925.48  | 383.106.41                 |

## NET AMOUNT:USD

383.106.41

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Any illegal export or re-export is fully authorized.

## Made in USA

This commercial invoice has been written in English only, signed, sworn and fully detailed and payable in USD  
For Accounting US Dollar Only

Intermediary Bank: Wells Fargo Bank, Swift: PSBPUUS3

Beneficiary's Bank: Banco Popular North America ABA # 026008811 (mandatory)

Beneficiary Name: CLAdirect, Inc. Beneficiary Account Number: [REDACTED]



CLADIRECT, INC.

Invoice

8600 NW 17TH STREET  
SUITE NO 140  
MIAMI, FL 33126, USA PH 305 415 4253  
FAX 305 418 4620

| DATE       | INVOICE # |
|------------|-----------|
| 12/31/2018 | 444983    |

| SOLD TO   |
|---|
| Buriven S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BU100)<br>1203 Edridge Parkway<br>Houston, Texas 77077<br>United States of America |

| SHIP TO   |
|---|
| Buriven S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BU100)<br>1203 Edridge Parkway<br>Houston, Texas 77077<br>United States of America |

| P.O. NO.   | TERMS   | DU DATE       | SHIP VIA   | DELIVERY CONDITIONS        |
|--|---|---------------|------------|----------------------------|
| SR0006029  | Net 30  | 1-30-2019     | Air        | CBN Maracaibo, Zulia, V.N. |
| QTY  | DESCRIPTION   | SERIAL NUMBER | UNIT PRICE | AMOUNT                     |
| 32   | FLIX-TWIST RS4 CDR UDR<br>P/N: 504657 \$74 ITEM 00042           |               | 859.12     | 36,369.84                  |
| 4  | SDH TRUNK PLUG-IN U11<br>P/N: NV 10012600 (ITEM 00043)          |               | 6,626.38   | 38,481.52                  |
| 48   | SDH TRUNK ETHERNET TRANSCIEVER<br>P/N: NV 10012600 (ITEM 00042) |               | 1,311.73   | 63,065.44                  |
| 8  | PRESSURIZ LAB2 DC 4 PORTS 1 N<br>165V-051 47 (ITEM 00043)       |               | 6,217.80   | 49,742.40                  |
| Reference Number: CL301020180<br>Schedule B Number: 8517620050   |   |               |            |                            |
| Shipping Mark:<br>Buriven S.A. - BPDV Petroleos de Venezuela<br>J000950364<br>5490907029 - 1800002984<br>N.A.<br>Las La Satora<br>Venezuela<br>Venezuela |   |               |            |                            |

## NET AMOUNT:USD

6226.5461

These technologies, technology or software are controlled under U.S. Export Administration Regulations. Diversion contrary to U.S. law is prohibited. Under U.S. law, export or re-export to Iran, North Korea, Sudan, or Syria of any of the products on this invoice, including but not strictly limited to the items listed above, is strictly prohibited, except as duly issued by the U.S. Government.

Any illegal export or re-export is strictly prohibited.

Made in U.S.A.

This commercial invoice has been written in English duly signed, sworn and fully detailed and payable in U.S.D.  
For Incoming US Dollar Wires Only

Intermediary Bank: Wells Fargo Bank, Swift: PNBPUS33

Beneficiary's Bank: Banco Popular North America ABA # 026098814 (mandatory)

Beneficiary Name: CLAdirect, Inc. Beneficiary Account Number: [REDACTED]



CLA DIRECT INC

8600 NW 17TH STREET  
 SUITE NO.140  
 MIAMI, FL 33126, USA PH:305 418 4253  
 FAX:305 418 4620

Invoice

| DATE    | INVOICE # |
|---------|-----------|
| 19/2015 | 484974    |

| SOLD TO  |
|--|
| Bariven,S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BU000)<br>1293 Eldridge Parkway<br>Houston, Texas 77077<br>United States of America |

| SHIP TO  |
|--|
| Bariven,S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BU000)<br>1293 Eldridge Parkway<br>Houston, Texas 77077<br>United States of America |

| P.O. No.   |  | TERMS         | DUE DATE   | SHIP VIA        | DELIVERY CONDITIONS   |
|------------|--|---------------|------------|-----------------|-----------------------|
| 5460003173 |  | Net 30 Days   | 2/8/2015   | Global Shipping | FCA Vendor's WHSE MIA |
| Qty        | DESCRIPTION  | SERIAL NUMBER | UNIT PRICE | AMOUNT          |                       |
| 4          | Equipos Balance (ITEM 00001)<br>4 x SI-1216F-4<br>4 x ADX-1K-LIC-PREM<br>4 x RPS9<br>8 x 10G-SFPP-SR<br>16 x E1MG-SX-OM<br>4 x SIADN1-SVL-RTF-1                                      |               | 55,135.00  | 220,540.00      |                       |
| 4          | Equipos de Acces (ITEM 00002)<br>4 x ICX6450-4S<br>4 x ICX6450-2X10G-LIC-POD<br>8 x 10G-SFPP-SR<br>4 x 10G-SFPP-TWX-0301<br>4 x ICX6450-SVL-RMT-1                                    |               | 8,230.00   | 32,920.00       |                       |
| 2          | Spare ( Equipos ) (ITEM 00003)<br>2 x ICX6450-48<br>2 x ICX6450-2X10G-LIC-POD<br>1 x 10G-SFPP-TWX-0301<br>2 x SI-1216F-4<br>2 x ADX-1K-LIC-PREM<br>2 x 10G-SFPP-SR<br>4 x E1MG-SX-OM |               | 53,465.00  | 106,930.00      |                       |

### NET AMOUNT:USD

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Any illegal export or re-export is wholly unauthorized.

Made in USA

This commercial invoice has been written in English duly signed, sworn and fully detailed and payable on USD

For Incoming US Dollar Wires Only:

Intermediary Bank: Wells Fargo Bank, Swift: PNBPU33

Beneficiary's Bank: Banco Popular North America ABA # 026005811 ( mandatory )

Beneficiary Name: CLAdirect, Inc Beneficiary Account Number: [REDACTED]



CLA DIRECT INC

8600 NW 17TH STREET  
 SUITE NO.140  
 MIAMI,FL 33126, USA PH:305 418 4253  
 FAX:305 418 4620

Invoice

| DATE    | INVOICE # |
|---------|-----------|
| 19 2015 | 484974    |

| SOLD TO   |
|---|
| Bariven,S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BU00)<br>1293 Eldridge Parkway<br>Houston, Texas 77077<br>United States of America |

| SHIP TO   |
|---|
| Bariven,S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BU00)<br>1293 Eldridge Parkway<br>Houston, Texas 77077<br>United States of America |

| P.O. No.   | TERMS   | DUE DATE      | SHIP VIA        | DELIVERY CONDITIONS    |
|------------|---|---------------|-----------------|------------------------|
| 5400003173 | Net 30 Days   | 2/8 2015      | Global Shipping | FCA Vendor's WHSE, MIA |
| Qty        | DESCRIPTION   | SERIAL NUMBER | UNIT PRICE      | AMOUNT                 |
|            | Quote Number 00016189<br>Schedule B Number: 8517620050<br><br>Shipping Marks:<br>Bariven S.A. / PDV PETROLEOS DE VENEZUELA<br>J000950369<br>5400003173-1800002826AIT CAPITAL/ST LOS<br>TEQUES/Via: MIQ MAIQUETÍAPriority Level/Field<br>Expediting/Inspection Flag: Y19 |               |                 |                        |

**NET AMOUNT:USD** \$360,390.00

These commodities, technology or software are controlled under US Export Administration Regulations. Diversion contrary to US law is prohibited. Under US Export control laws, export or re-export to Cuba, Iran, Libya, North Korea, Sudan, or Syria of any of the products on this invoice / packing list is strictly prohibited absent license duly issued by the US Government.

Any illegal export or re-export is wholly authorized.

Made in USA

This commercial invoice has been written in English duly signed, sworn and fully detailed and payable on USD

For Incoming US Dollar Wires Only:

Intermediary Bank: Wells Fargo Bank, Swift: PNBPUS33

Beneficiary's Bank: Banco Popular North America ABA # 026008811 ( mandatory )

Beneficiary Name: CLAdirect, Inc Beneficiary Account Number: [REDACTED]



CLA DIRECT INC

MIAMI,FL 33126, USA PH:305 418 4253  
FAX:305 418 4620  
8600 NW 17TH STREET

Invoice

| DATE      | INVOICE # |
|-----------|-----------|
| 4/24/2015 | 49187-1   |

| SOLD TO   |
|---|
| Bariven,S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BU00)<br>1293 Eldridge Parkway<br>Houston, Texas 77077<br>United States of America |

| SHIP TO   |
|---|
| Bariven,S.A. c/o PDVSA Services,Inc<br>Purchasing Agent ( BU00 )<br>1293 Eldridge Parkway<br>Houston, Texas 77077<br>United States of America |

| P.O. No.   | TERMS   | DOUE DATE     | SHIP VIA        | DELIVERY CONDITIONS |
|------------|---|---------------|-----------------|---------------------|
| 5400003174 | Net 30  | 5/24/2015     | Tech Assit (VE) | FOB Homebase        |
| Qty        | DESCRIPTION   | SERIAL NUMBER | UNIT PRICE      | AMOUNT              |
| 1          | Activity Installation (ITEM 0601)<br><br>Bariven,S.A. / HPDV Petroleos de Venezuela /<br>J000950369<br>5400003174 1800002826<br>AIT Capital<br>LST Los Teques<br>VIA: MIQ Maiquetia<br>Priority Level:<br>Field Expediting:<br>Inspection Flag: N |               | 239,999.00      | 239,999.00          |

**NET AMOUNT:USD** \$239,999.00

These commodities, technology or software are controlled under US Export Administration Regulations. Diversion contrary to US law is prohibited. Under US Export control laws, export or re-export to Cuba, Iran, Libya, North Korea, Sudan, or Syria of any of the products on this invoice / packing list is strictly prohibited absent license duly issued by the US Government.

Any illegal export or re-export is wholly authorized.

Made in USA

This commercial invoice has been written in English duly signed, sworn and fully detailed and payable on USD .

For Incoming US Dollar Wires Only:

Intermediary Bank: Wells Fargo Bank, Swift: PNBPUS33

Beneficiary's Bank: Banco Popular North America ABA # 026008311 ( mandatory )

Beneficiary Name: CLAdirect, Inc Beneficiary Account Number: XXXXXXXXXX



CLA DIRECT INC

SUITE NO.140  
MIAMI,FL 33126, USA PH:305 418 4253  
FAX:305 418 4620

Invoice

| DATE       | INVOICE # |
|------------|-----------|
| 12/30/2015 | 50593-1   |

| SOLD TO   |
|---|
| Bariven,S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BU00)<br>1293 Eldridge Parkway<br>Houston, Texas 77077<br>United States of America |

| SHIP TO  |
|--|
| Bariven,S.A. c/o PDVSA Services Inc<br>Purchasing Agent (BU00)<br>1293 Eldridge Parkway Houston<br>Texas 77077<br>United States of America |

| P.O. No.   | TERMS  | DUE DATE      | SHIP VIA        | DELIVERY CONDITIONS |
|------------|--|---------------|-----------------|---------------------|
| 5100117801 | Net 30   | 1/29/2016     | Technical Assis | FOB Home Base       |
| Qty        | DESCRIPTION  | SERIAL NUMBER | UNIT PRICE      | AMOUNT              |
| 1          | Technical Assistance<br><br>Bariven,S.A. / Petroleos de Venezuela<br>5100117801 HA63020821<br>LAS-LA SALINA<br>Via: Maracaibo, Venezuela<br>Priority Level: 4<br>Field Expediting: N<br>Inspection Flag: N<br>Your Material Number: 000/WT-001<br>Harmonized Tariff Code: 8538100000 |               | 243.200.00      | 243.200.00          |

## NET AMOUNT:USD

\$243,200.00

These commodities, technology or software are controlled under US Export Administration Regulation. Diversion contrary to US law is prohibited. Under US Export control laws, export or re-export to Cuba, Iran, Libya, North Korea, Sudan, or Syria of any of the products on this invoice / packing list is strictly prohibited absent license duly issued by the US Government.  
Any illegal export or re-export is not authorized.

Made in USA

This commercial invoice has been written in English duly signed, sworn and fully detailed and payable on USD

For Incoming US Dollar Wires Only:

Intermediary Bank: Wells Fargo Bank, Swift: PNBPUS33

Beneficiary's Bank: Banco Popular North America ABA # 026008811 ( mandatory )

Beneficiary Name: CLAdirect, Inc Beneficiary Account Number: [REDACTED]

10/26/2018 12:39:51 PM  
Chris Daniel - District Clerk  
Harris County  
Envelope No: 28589378  
By: AGUIRRE, ANAIS  
Filed: 10/26/2018 12:39:51 PM

VERIFICATION

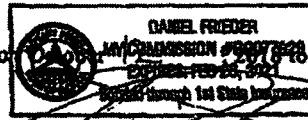
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Before me, the undersigned notary, on this day, personally appeared Alberto Gross, Chief Executive Officer of CLAdirect, Inc., a person whose identity is known to me. After I administered an oath to him, upon his oath, he said that he read the attached Verified Plaintiff's Original Petition and that the facts stated in it are within his personal knowledge and are true and correct.

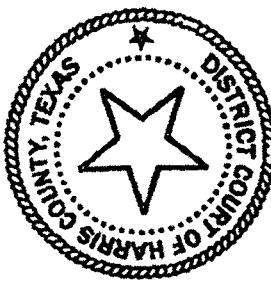
Executed in Miami-Dade County, State of Florida, on the 12 day of October, 2018.

Alberto Gross, Chief Executive Officer,  
CLAdirect, Inc.

SWORN TO AND SUBSCRIBED BEFORE ME on 10/26/2018 my Commission #28589378 certify  
which witness my hand and seal to office.



Notary Public, State of Florida



STATE OF TEXAS  
COUNTY OF HARRIS

I, Chris Daniel, District Clerk of Harris County, Texas, certify that  
this is a true and correct copy of the original record filed and or recorded  
in my office, electronically or hand copy, as it appears on this date.  
Witness my official hand and seal of office this

11-06-18  
CHRIS DANIEL, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

*Chris Daniel* Deputy

*Mercedest Ramsey*

RECEIPT NUMBER \_\_\_\_\_  
TRACKING NUMBER 73559617 ATYCAUSE NUMBER 201874633**PLAINTIFF:** CLADIRECT INC  
vs.  
**DEFENDANT:** BARIEN S A**In The 334th  
Judicial District Court of  
Harris County, Texas****THE STATE OF TEXAS  
County of Harris****CITATION CORPORATE**TO: PDVSA SERVICES INC ( DELAWARE CORPORATION) BY SERVING ITS  
REGISTERED AGENT CT CORPORATION SYSTEM  
1999 BRYAN STREET STE 900 DALLAS TX 75201Attached is a copy of PLAINTIFF'S VERIFIED FIRST AMENDED ORIGINAL PETITIONThis instrument was filed on the 26th day of October, 2018, in the  
above cited cause number and court. The instrument attached describes the claim against you.**YOU HAVE BEEN SUED;** you may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.**TO OFFICER SERVING:**This Citation was issued under my hand and seal of said Court, at Houston, Texas, this 6th day of  
November, 2018.Issued at request of:  
MATSUSHIMA, ALICIA MARIA  
2525 ROBINHOOD STREET  
HOUSTON, TX 77005  
TEL: (713) 955-4559  
Bar Number: 24002546

  
**CHRIS DANIEL, District Clerk**  
Harris County, Texas  
201 Caroline, Houston, Texas 77002  
P.O. Box 4651, Houston, Texas 77210
Generated by: RAMEY, MERCEDES MATASHA  
2Y111086549**OFFICER AUTHORIZED PERSON RETURN**I received this citation on the 26th day of October, 2018, at 10:00 o'clock A.M., endorsed  
the date of delivery thereon, and executed it at \_\_\_\_\_

(STREET ADDRESS) \_\_\_\_\_ (CITY) \_\_\_\_\_

in \_\_\_\_\_ County, Texas on the 26th day of October, 2018, at 10:00 o'clock A.M.,  
by delivering to \_\_\_\_\_, by delivering to its

(THE DEFENDANT CORPORATION NAMED IN CITATION)

, in person, whose name is \_\_\_\_\_  
(REGISTERED AGENT, PRESIDENT, or VICE-PRESIDENT)a true copy of this citation, with a copy of the \_\_\_\_\_ Petition attached,  
and with accompanying copies of \_\_\_\_\_

(ADDITIONAL DOCUMENTS, IF ANY, DELIVERED WITH THE PETITION)

I certify that the facts stated in this return are true by my signature below on the 26th day of October, 2018.

FEE: \$ \_\_\_\_\_

By: \_\_\_\_\_

(SIGNATURE OF OFFICER)

Printed Name: \_\_\_\_\_

Affiant Other Than Officer

As Deputy for: \_\_\_\_\_

(PRINTED NAME &amp; TITLE OF SHERIFF OR CONSTABLE)

On this day, \_\_\_\_\_, known to me to be the person whose signature  
appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that this citation was  
executed by him/her in the exact manner recited on the return.SWORN TO AND SUBSCRIBED BEFORE ME, on this 26th day of October, 2018

Notary Public

Case No. 201874633

IN THE 334TH JUDICIAL DISTRICT COURT OF  
HARRIS COUNTY, TEXAS

STYLE OF DOCKET: CLADIRECT INC VS. BARIVEN S A

OFFICER'S OR AUTHORIZED PERSON'S RETURN

Executed at P.O.Box 12079, Austin, Tx. 78711, within the County of Travis on the 15<sup>th</sup> day of November, 2018, at 10:34 o'clock A.M. by delivering to the within named PDVSA SERVICES INC., registered agent, CT CORPORATION SYSTEM

by (check one):

Delivery: P.O.Box 12079, Austin, Tx. 78711, within the County of Travis

Certified Mail, Return Receipt Requested: 7017 0190 0000 8025 0129

A true and correct copy of this Citation, together with the accompanying Plaintiff's Verified First Amended Original Petition, having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the date of delivery.

Total fee for serving        citation at \$75.00 each \$       

James Edmond Hilow  
Harris County, Texas, USA

By: 

Signature of Deputy of Authorized Person

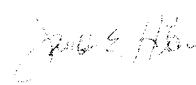
**COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE OR CLERK OF THE COURT:**

In accordance with Rule 107, the officer or authorized person who serves, or attempts to serve, a citation shall sign the return. The return must either be verified or be signed under penalty of perjury.

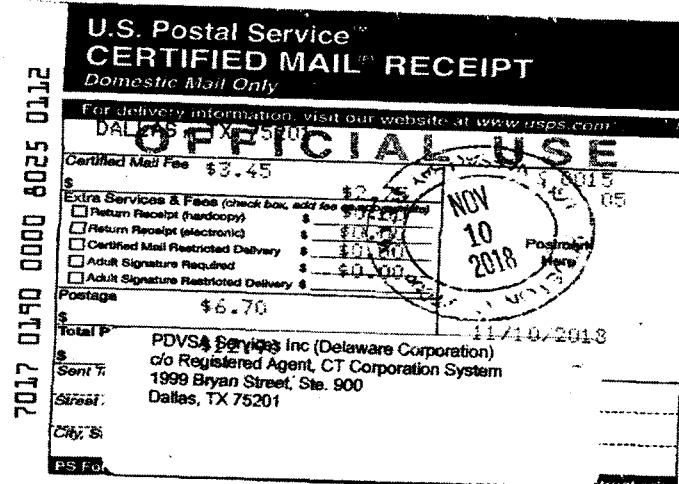
My name is James Edmond Hilow, my date of birth is 04/13/1962, and my address is 440 Louisiana, Suite 900 Houston, TX 77002, United States.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in Harris County, State of Texas, on the 12<sup>th</sup> day of December, 2018.

  
Declarant/Authorized Process Server  
James Edmond Hilow  
Certification No.: SCH0623  
Date of Expiration: 07/31/20

ORIGINAL



**SENDER: COMPLETE THIS SECTION**

■ Complete items 1, 2, and 3.  
■ Print your name and address on the reverse so that we can return the card to you.  
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PDVSA Services Inc (Delaware Corporation)  
c/o Registered Agent, CT Corporation System  
1999 Bryan Street, Ste. 900  
Dallas, TX 75201

9590 9402 3761 8032 3563 96

2. Article Number (Transfer from service label)

7017 0190 0000 8025 0112

PS Form 3811, July 2015 PSN 7530-02-000-0053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature 

Agent  Addressee

B. Received by  Printed Name: Chris Wells

C. Date of Delivery NOV 14 2018

D. Is delivery address different from Item 1?  Yes  No  
If YES, enter delivery address below:

**Service Type**

Adult Signature  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
Insured Mail  
Insured Mail Restricted Delivery over \$5000

Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Return Receipt for Merchandise  
 Signature Confirmation™  
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

ALERT: DUE TO WILDFIRES IN CALIFORNIA, USPS SERVICES ARE IMPACTED IN THOSE AREAS. R...



FAQs > (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Track Another Package +

Tracking Number: 7017019000080250112

Remove X

Your item was delivered at 9:27 am on November 14, 2018 in DALLAS, TX 75201

### Delivered

November 14, 2018 at 9:27 am  
Delivered  
DALLAS, TX 75201

Get Updates ▾

Feedback

### Text & Email Updates

▼

### Tracking History

^

November 14, 2018, 9:27 am  
Delivered  
DALLAS, TX 75201  
Your item was delivered at 9:27 am on November 14, 2018 in DALLAS, TX 75201.

November 13, 2018, 11:37 am  
Notice Left (No Authorized Recipient Available)  
DALLAS, TX 75201

November 13, 2018, 8:00 am  
Out for Delivery  
DALLAS, TX 75201

Unofficial Copy Office of Marilyn Burgess District Clerk